

THIS AGREEMENT, made and entered into this 19th day of November 1962 by and between COUNTY OF NAPA, a political subdivision of the State of California, hereinafter called "COUNTY", and Berryessa Marina Resort, Incorporated, herein- after called "Concessioner,"

W I T N E S S E T H:

THAT WHEREAS, heretofore and on March 10, 1959, COUNTY OF NAPA, a political subdivision of the State of California, and BERRYESSA MARINA RESORT, INCORPORATED, made and entered into an agreement relating to the operation by "Concessioner" of Area "G" as shown upon Public Use Plan for Lake Berryessa Area pursuant to that certain agreement between the United States of America and County of Napa entitled "Management Agreement with Napa County for Lake Berryessa (Monticello Reservoir) Area," dated July 31, 1958; and

WHEREAS, the United States of America and County of Napa have, by mutual agreement, modified said agreement dated July 31, 1958, by a written agreement dated January 17, 1962, a copy of which is attached hereto marked Exhibit "A" and the terms of which all of the parties hereto acknowledge they have read and which is made a part hereof by reference thereto; and

WHEREAS, the parties hereto desire, by mutual agreement, to modify said agreement of March 10, 1959, in the light of the modification of said agreement made by United States of America and County of Napa dated July 13 1958;

NOW, THEREFORE, for and in consideration of the mutual agreements of the parties, and further in consideration of the covenants of concessioner, herein contained, it is agreed:

1. General: That said agreement dated March 10, 1959 shall remain in full force and effect except in such particulars as the same is modified by this agreement and by the agreement between the United States of America and the County of Napa dated January 17, 1962, (Exhibit "A").

2. Area: That the area boundaries of area "G" as shown upon the Public Use Plan are by mutual agreement modified for said area (which said area "G" is more particularly described as follows), to wit:

Beginning at a point on the westerly boundary of the parcel of land acquired by the United States of America for the Monticello Reservoir, now known as Lake Berryessa; said point is North 72° 39' East 3753.0 feet from post L.P. 10 of the Rancho Las Putas shown on the Plat of said Rancho, filed September 24, 1867 in the Office of the County Recorder, Napa County; running thence from said point of beginning North 61° 32' East 1850 feet, more or less to the first crossing of elevation 350; thence southeasterly along the 350 foot contour to the center of Smittle Creek; thence southwesterly along the center of Smittle Creek to an angle point in the aforesaid westerly boundary of the land of the United States of America; said point is North 62° 54' West 1616.7 feet from post L.P. 8 of the Rancho Las Putas; thence North 04° 56' East 2383.8 feet along said westerly boundary to a point; said point is South 28° 28' East 711.2 feet from the point of beginning; thence North 28°

28' West 711.2 feet along said westerly boundary to the point of beginning, BUT EXCEPTING THEREFROM that portion thereof lying west of the easterly boundary of the Berryessa-Knoxville Road as relocated to avoid the Monticello Reservoir.

3. Term of Contract: The term of this agreement shall be for and during the term of 30 years from February 13, 1959; concessioner shall have options to extend the term of this agreement upon the same terms and conditions as are contained in said agreement of February 13, 1959 as modified by this agreement for an additional 10 years from and after February 13, 1989, and an additional term of nine years, six month from and after February 13, 1999. Each of said options shall be exercised by Concessioner in the following manner, and no other: One year prior to the expiration of the term of said agreement, or of any extension thereof, Concessioner shall notify the Board of Supervisors of the County of Napa in writing of its intention to exercise said option or options and shall within ten days after tender by the County of Napa of an agreement for said extension, sign and deliver the same to the County of Napa. Said extension shall be effective whether or not there is such tender by the County of Napa. The exercise of said options shall be of no force or effect in the event that Concessioner is in default in the performance of any covenant or any agreement then existing between the County of Napa and Concessioner.

4. Additional Improvements: County of Napa acknowledges that a part of the consideration for the extension of this agreement by County consists of the fact the Concessioner has heretofore and during the period of negotiation of this agreement completed all improvements agreed to be constructed by it pursuant to said agreement of February

13, 1959, and has further constructed additional and substantial improvements in the concession area in addition to those required to be constructed by said agreement of February 13, 1959.

The Concessioner agrees to construct within said Area "G" substantially in accordance with Public Use Plan the following additional improvements:

Calendar year 1962:

Complete roads and parking areas as per exhibit "B"

Construct 80 campsites

Calendar year 1963:

Construct high water launching ramp and pave the approach thereto as shown upon exhibit "B".

5. Penalty for Late Payment of Franchise Fee: In the event that Concessioner fails to pay the franchise fee provided for by the agreement of February 13, 1959, or any revision thereof, the Concessioner shall pay to County of Napa in addition to said franchise fee, a sum equal to ten per cent (10%) of the quarterly franchise fee then due, together with interest at the rate of one-half (1/2) of one per cent (1%) per month or fraction thereof, from the due date of said franchise fee until paid. The provisions of this paragraph shall not be construed to modify the right of County of Napa to terminate this agreement and Concessioner's rights hereunder for breach of the covenant to pay a franchise fee or for any other default on Concessioner's part.

6. Termination Prior to Expiration of Term: Concessioner shall be entitled to one (1) year after the service of written notice of default in connection with any of the covenants herein contained or

contained in the agreement bearing date of the 13th of February, 1959,
within which to remedy any such default and the performance of any of
such covenants save and except any covenant relating to the payment of
any franchise fee on the part of the concessioner to be paid.

IN WITNESS WHEREOF, the parties hereto have hereunto set their
hands the day and year first hereinabove written.

COUNTY OF NAPA, a political subdivision of the
State of California

By _____
Chairman of the Board of Supervisors
of the County of Napa, State of California

Attest:

County Clerk of the County of Napa and
Ex-officio Clerk of said Board of
Supervisors

BERRYESSA MARINA RESORT, INC.,
A California Corporation

By _____

By _____

THIS AGREEMENT made this 17th day of January 1962. by and between
COUNTY OF NAPA, a political subdivision of the State of California,
hereinafter called "County", and Berryessa Marina Resort herein after
called "Concessioner",

W I T N E S S E T H:

That WHEREAS, the parties hereto made and entered into an
agreement in writing dated March 10, 1959 wherein County granted to
Concessioner the right to conduct for profit a resort and recreational
area within Concession Area "G_____" as shown on public use
plan for Monticello Reservoir, which said concession agreement was based
upon that certain Management Agreement between the United States,
Department of Interior, Bureau of Reclamation, and County of Napa dated
July 31, 1958; and which said agreement dated July 31, 1958, is
incorporated in said Concession Agreement by reference thereto; and

WHEREAS, County and United States, Department of Interior, Bureau
of Reclamation, have negotiated and agreement bearing date January 17th,
1962, modifying and superceding said agreement dated July 31, 1958, a
copy of which is attached hereto; and

WHEREAS, the parties hereto recognize that it is to the advantage
and best interests of each of the parties hereto That said agreement
dated January 17th, 1962, be executed by County,

NOW, THEREFORE, for and in consideration of the premises, it is
mutually agreed:

1. That County shall execute said agreement dated January 17th, 1962 and Concessioner consents thereto.

2. That upon the effective date of said agreement dated January 17th, 1962, the agreement of July 31, 1958, shall be deemed cancelled and superceded by the agreement dated January 17th, 1962.

That Concessioner shall be bound by the terms of said agreement dated January 17th, 1962 in the place and stead. of the agreement of July 31, 1958, and the agreement dated January 17th, 1962 shall be incorporated in the said Concession Agreement of Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF NAPA, a political subdivision
of the State of California

By _____

Chairman of its Board of Supervisors

ATTEST:

County Clerk of the county of Napa and ex-officio Clerk of its Board of Supervisors

County

Berryessa Marina Resort
Concessioner

By

Its

and

Its